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JANET H. WINNINGHAM

April 25, 1986

VIA MESSENGER

Mr. Tom Gladdan
Ecology & Environment, Inc.
111 West Jackson Boulevard
Chicago, Illinois 60604

Re: Avenue Bank & Trust Co. of
Oak Park Trust No. 2782

Dear Mr. Gladdan:

Per your request, I am sending to you the legal description of the property recently taken by the Metropolitan Sanitary District. The legal description for the portion retained by Trust No. 2782 would be that part of parcel 1 lying north of a line 875 feet north of the center line of 126th Street, as extended. I have also enclosed a copy of an old drawing showing where the silo used to be located.

Please call Tom McNamara, of this office, prior to making your inspection of the property so that he can arrange to permit you access for that purpose. Please let me know if you require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Janet H. Winningham".
Janet H. Winningham

JHW/e
enclosures.

cc: Thomas W. McNamara, Esq.

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This Agreement entered into by and between THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois; the CITY OF CHICAGO, a home-rule unit; the STATE OF ILLINOIS ENVIRONMENTAL PROTECTION AGENCY; the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY and STEVE MARTELL

WHEREAS, STEVE MARTELL is the owner of an interest in land located in the approximate area of 123rd and Cottage Grove in the City of Chicago; and

WHEREAS, certain materials have been deposited on said land which pose a threat to the public health as well as a threat to the condition of nearby waterways; and

WHEREAS, STEVE MARTELL, as owner of an interest in the land as hereinabove stated, has agreed to completely rehabilitate said land and make said land free from materials deposited thereon.

NOW, THEREFORE, STEVE MARTELL agrees to comply with all applicable ordinances and permits to rehabilitate the site in the following manner:

1. The silos on the premises will be pumped free of any material deposited therein and the openings in the silos will be covered with plates that contain vents but will keep these openings secure.

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from any materials from being pumped in. This work will be completed within seven (7) days from the date hereof or the date applicable permits are issued, if necessary.

2. All drums that contain waste material and all empty drums in the approximate amount of 361 total drums will be removed from the site within thirty-seven (37) days from the date hereof or from the date applicable permits are issued, if necessary.
3. The drainage ditch will be cleaned by removing all liquid, sludge, and the entire ditch will be cleaned and dredged. Said work will be done within thirty-seven (37) days from the date hereof or from the date applicable permits are issued, if necessary.
4. The dock and rack for drum cleaning will be cleaned and removed within forty-seven (47) days from the date hereof or from the date applicable permits are issued, if necessary.
5. The lagoons will be emptied of all waste material and rehabilitated back to their original condition, all buried drums in the lagoons or in areas near the lagoons will be removed. The lagoons will be cleaned and material removed at a rate of eight hundred (800) cubic yards per week. This work is to be commenced immediately upon the completion of

6. All material removed from the site will be accompanied by a Metropolitan Sanitary District of Greater Chicago and Illinois Environmental Protection Agency manifest.
7. All work done pursuant to this Agreement, including the disposal of the materials removed from the site, will be done in accordance and in conformance with all applicable environmental laws, statutes, ordinances and permit regulations.
8. All work done and costs incurred pursuant to this Agreement shall be the sole obligation of STEVE MARTELL, but said work may be undertaken by entities under his control.
9. All work done pursuant to this Agreement is to be done to the satisfaction of The Metropolitan Sanitary District of Greater Chicago, the City of Chicago, the Illinois Environmental Protection Agency and the United States Environmental Protection Agency.
10. All work pursuant to this Agreement is to be continuous, done no less than five (5) days per week until completion.
11. When the work is completed and all debris removed from the site, the site will be covered with no less than two (2) feet of clay soil at the sole cost and obligation of STEVE MARTELL, but said work may be undertaken by entities under his control.

12. At the completion of the rehabilitation work, STEVE MARTELL will cause, at his sole cost and expense, a steel fence, with a locked gate, to be erected across the north part of his property.
 13. Should unexpected difficulties arise which may place the work behind schedule, Mr. Martell is to contact the agencies which are a party to this Agreement within twenty-four (24) hours so that a determination may be made as to whether scheduling requirements should be altered.
 14. This work is to commence upon the issuance of the necessary permits.
- (15.)
15. The above time-table is based upon disposal of waste material at Paxton Landfill Corp., Chicago, Illinois.
 16. The site to be rehabilitated is in a general area of 119th and Cottage Grove, Chicago, Illinois; more specifically, an area bounded by 119th Street on the north, 124th Street on the south, a certain railroad embankment on the west and the Sanitary District fence line on the east, measuring approximately four and a half (4½) acres, more or less. (legal description to be attached)
 17. When all work is completed to the satisfaction of the agencies delineated in Paragraph 1 herein, said Agencies shall then notify STEVEN MARTELL

in writing that his obligations hereunder
shall cease.

15. In the event that certain materials cannot be disposed of at Patton Landfill Corp., then STEVEN MARTELL shall, within three (3) days, notify the agencies party to this Agreement so that a meeting can be set for the purpose of determining the disposition of said materials.

DATED THIS DAY OF JUNE, 1980.

STEVE MARTELL

THE METROPOLITAN SANITARY
DISTRICT OF GREATER CHICAGO

BY:

THE CITY OF CHICAGO

BY:

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

BY:

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

BY: